

JS-6

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

MARIA TORRES, CLAUDIA
MARROQUIN, and HERBER LOPEZ,
Plaintiffs,

V.

FLYING FOOD GROUP, LLC, a
Delaware limited liability company;
and DOES 1-5, inclusive,

Defendants.

Case No. 2:23-cv-9980-SB-MRW

CLASS ACTION

FINAL JUDGMENT RE CLASS ACTION AND PAGA SETTLEMENT

JUDGMENT

Consistent with the Court’s Order Granting Motion for Final Approval of Class Action and PAGA Settlement entered this day, the Court hereby enters judgment against Defendant Flying Food Group, LLC (“FFG”) as set forth below in the form approved by the parties.

1. The Court hereby enters final judgment in this action in accordance with the terms of the Settlement (Dkt. #58-3), the Court’s Order Granting Motion for Preliminary Approval of Class Action Settlement (Dkt. #53), and the Court’s Order Granting Motion for Final Approval of Class Action and PAGA Settlement (“Final Approval Order”).

1 2. The “Settlement Class” is defined as all current and former non-exempt
2 hourly employees of FFG who worked at any of Defendant’s Facilities at any time from
3 September 27, 2019 to October 7, 2024 (the “Class Period”). “Defendant’s Facilities”
4 means the Defendant’s facilities located at 5807 W. 98th St., Los Angeles, CA 90045,
5 6751 W. Imperial Hwy., Los Angeles, CA 90045, 901 W. Hillcrest Boulevard,
6 Inglewood, CA 90301, and 5253 W. Imperial Hwy., Los Angeles, CA 90045.

7 3. The “LWO Settlement Subclass” is defined as all non-exempt hourly
8 employees who were employed by FFG at any of Defendant’s Facilities at any time
9 from February 1, 2023 through October 8, 2023 (the “LWO Subclass Period”) who were
10 paid less than the LWO hourly full cash wage rate.

11 4. “Released Class Claims” means any and all claims, rights, demands, debts,
12 obligations, guarantees, liabilities, costs, expenses, attorneys’ fees and costs, experts’
13 fees and costs, damages, actions and causes of action of every nature and description,
14 whether known or unknown, actual or potential, contained in or reasonably arising out
15 of the same set of operative facts in the Complaint, First Amended Complaint, Second
16 Amended Complaint, Third Amended Complaint, PAGA letter dated September 27,
17 2023, Amended PAGA letter dated December 1, 2023, or Second Amended PAGA
18 letter dated January 26, 2024, or that could have been alleged based on any matter or
19 fact set forth therein, during the Class Period, including, without limitation, claims for
20 unpaid, miscalculated or untimely payment of wages (including, without limitation,
21 regular wages, minimum wage, wages under the LWO, prevailing wages, overtime and
22 double-time, vacation wages, and sick leave), inaccurate wage statements, untimely
23 payment of wages during employment and upon termination thereof, failure to provide
24 legally-compliant meal periods, failure to pay compliant meal and rest break premiums,
25 failure to keep adequate records, pre- and post-judgment interest, compensatory and
26 statutory compensation, general damages, disgorgement, declaratory relief, statutory
27 damages, accounting of all minimum wages and sums allegedly unlawfully withheld as
28 a result thereof, injunctive relief, restitution, statutory or civil penalties, interest and/or

1 attorneys' fees as a result thereof, including, but not limited to, those arising under
2 California Labor Code sections 201-203, 204, 210, 218.5, 223, 225.5, 226, 226.3, 226.7,
3 227.3, 246-248, 510, 512, 558, 1194, 1197, 1198, 2699(f), the applicable IWC Wage
4 Order, as well as Labor Code section 2698, *et seq.*, California Business & Professions
5 Code section 17200 *et seq.*, and California Civil Code section 1021.5.

6 5. "Released PAGA Claims" means any and all claims for civil penalties
7 under California Labor Code § 2698, *et seq.*, contained in or reasonably arising out of
8 the same set of operative facts in the Complaint, Amended Complaint, Second
9 Amended Complaint, Third Amended Complaint, PAGA letter dated September 27,
10 2023, Amended PAGA letter dated December 1, 2023, or Second Amended PAGA
11 letter dated January 26, 2024, or that could have been alleged based on any matter or
12 fact set forth therein, during the PAGA Period, including, without limitation, claims
13 for unpaid, miscalculated or untimely payment of wages (including, without limitation,
14 regular wages, minimum wage, wages under the LWO, prevailing wages, overtime and
15 double-time, vacation wages, and sick leave), inaccurate wage statements, untimely
16 payment of wages during employment and upon termination thereof, failure to provide
17 legally-compliant meal periods, failure to pay compliant meal and rest break premiums,
18 failure to keep adequate records, interest and/or attorneys' fees as a result thereof,
19 including, but not limited to, those arising under California Labor Code sections 201-
20 203, 204, 210, 218.5, 223, 225.5, 226, 226.3, 226.7, 227.3, 246-248, 510, 512, 558,
21 1194, 1197, 1198, 2699(f), the applicable IWC Wage Order during the PAGA Period,
22 which is September 27, 2022 to October 7, 2024.

23 6. The Court finds that a full opportunity has been afforded to all current and
24 former FFG employees who fall within the Settlement Class definition to: object to the
25 settlement; participate in the final approval hearing, held on February 7, 2024; and
26 exclude themselves from the Settlement. No current or former FFG employee covered
27 by the Settlement Class definition submitted a Request For Exclusion. Counsel for FFG
28 provided timely notice of this settlement to the appropriate state and federal officials,

1 in compliance with the requirements of 28 U.S.C. § 1715(d), and no such official has
2 raised or served written objections or concerns regarding the settlement or appeared at
3 the final fairness hearing to object to the settlement. Furthermore, counsel for Plaintiffs
4 provided notice to the Labor and Workforce Development Agency (“LWDA”), in
5 compliance with California Labor Code § 2699(s)(2), and received no objections from
6 LWDA regarding the settlement. Accordingly, the Court determines that all Settlement
7 Class Members are bound by this Judgment.

8 7. Upon full and final payment by FFG of the Gross Settlement Amount
9 consistent with the Settlement, all Plaintiffs, Settlement Class Members, and LWO
10 Subclass Members, shall have, by operation of the Final Approval Order and this
11 Judgment, fully, finally, and forever released, relinquished, and discharged the Released
12 Parties from the Released Claims for the Class Period, as those terms are respectively
13 defined in the Settlement, and are hereby forever barred and enjoined from prosecuting
14 such Released Claims against the Released Parties.

15 8. Upon full and final payment by FFG of the Gross Settlement Amount
16 consistent with the Settlement, all Plaintiffs, Aggrieved Employees, and State of
17 California shall be conclusively determined to have given a release of any and all
18 Released PAGA Claims against any and all Released Parties for the PAGA Period, as
19 set forth in the Settlement.

20 9. Plaintiffs, Settlement Class Members, LWO Settlement Subclass
21 Members, the State of California, and Aggrieved Employees, and anyone acting on their
22 behalf are permanently and forever barred and enjoined from instituting, commencing
23 or continuing to prosecute, directly or indirectly, as an individual or collectively,
24 representatively, derivatively, or on behalf of himself or herself, or in any other capacity
25 of any kind whatsoever, any action in this Court, any other court or any arbitration or
26 mediation proceeding or any other similar proceeding, against any Released Parties that
27 asserts any claims that are Released Claims under the terms of the Settlement.

28

1 10. Consistent with the Final Approval Order, judgment is hereby entered
2 against Defendant Flying Food Group, LLC in the total amount of \$510,000. From this
3 amount, the following amounts are owed:

4 a. The Net Settlement Amount to be paid to Settlement Class Members
5 is \$399,304.43. It is hereby ordered that any and all checks issued shall indicate
6 on their face that, consistent with standard bank procedures, they are void if not
7 negotiated within one hundred and eighty (180) calendar days of their issuance,
8 and the uncashed checks will be deposited within the State of California
9 Controller's Office of Unclaimed Funds in the name of the individual to whom
10 the check had been addressed, according to the methodology and terms set forth
11 in the Settlement Agreement.

12 b. The PAGA Payment to the Labor & Workforce Development
13 Agency and Aggrieved Employees in the total amount of \$10,000, with \$7,500
14 being paid to the LWDA and \$2,500 being paid to Aggrieved Employees.

15 c. Settlement Administration costs to Phoenix Settlement
16 Administrators in the amount of \$12,950.

17 d. FFG's share of payroll taxes to be paid by Phoenix to the applicable
18 state and federal agencies is \$31,245.57.

19 e. Service Awards in the amount of \$1,500 each to Class and PAGA
20 Representatives Maria Torres, Herber Lopez, and Claudia Marroquin.

21 f. Attorneys' fees of \$50,000 to Class Counsel; and

22 g. Attorneys' costs of \$2,000 to Class Counsel.

23 11. The Court hereby directs FFG to fund the Gross Settlement Amount
24 pursuant to the Settlement Administrator's instructions no later than thirty (30) after the
25 date of this order. The Court further directs Phoenix to distribute the settlement funds
26 in accordance with the Settlement.

27 12. Class Counsel must direct Phoenix to post this Judgment on the settlement
28 website within five business days.

1 13. The Court enters final judgment in this action and dismisses this action
2 with prejudice and without costs except as otherwise provided for herein.

3 **IT IS SO ORDERED.**

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5 Dated: February 7, 2025



6 Stanley Blumenfeld, Jr.
7 United States District Judge
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